

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

IN RE: )  
GREGORY PAPPAS, ) Ch. 7 No. 16-39641  
Debtor. )

**SUPPLEMENTAL AND FINAL DISCLOSURE OF ATTORNEY'S FEES FOR  
REPRESENTATION OF THE DEBTOR PURSUANT TO 11 U.S.C. 329 AND  
FED. R. BANKR. P. 2016(b)**

NOW COMES James M. Durkee, of Malmquist, Geiger and Durkee, LLC, former attorney for the Debtor, Gregory Pappas (herein the "Debtor"), and states as follows:

1. The instant Supplemental and Final Disclosure of Attorney's Fees for Representation of the Debtor Pursuant to 11 U.S.C. 329 and Fed. R. Bankr. P. 2016(b) represents a final and comprehensive statement of the attorney's fees charged and received by James M. Durkee and Malmquist, Geiger and Durkee, LLC (herein the "Attorneys"), in connection with the representation of Gregory Pappas in this Cause and related matters.
2. The Attorneys represented the Debtor with respect to this Cause, Chapter 7 Bankruptcy Case No. 16-39641 (herein the "Chapter 7 Case") from approximately December 16, 2016 until the Attorneys' withdrawal as counsel on September 1, 2017.
3. The Debtor paid an initial retainer to the Attorneys on December 16, 2016 in the amount of \$5,000.00 and the parties agreed that such funds were to be held in the Attorneys' trust account and the Attorneys would bill against such funds at a rate of \$175.00/hr.
4. The Debtor's Chapter 7 Case was filed on December 16, 2016 as an emergency matter. Prior to the filing of the Chapter 7 Case the Attorneys billed the Debtor for 4.66 hours of work, totaling \$816.25. No pre-petition attorney-client agreement was formalized in writing.
5. The Attorneys paid from the initial retainer the filing fee for the filing of the Chapter 7 Case in the amount of \$335.00.
6. Subsequent to the filing of the Chapter 7 Case the Debtor and the Attorneys entered into an attorney-client agreement, a copy of which is attached hereto as Exhibit 1. Such agreement was previously filed with the Court as an Exhibit to the Disclosure of Compensation of Attorney for Debtor, docket number 14. Such agreement again contemplated that the Attorneys would bill against the previously-provided retainer at a rate of \$175.00/hr.

7. The Attorneys also represented the Debtor in Lawrence v. Pappas, Adversary Case No. 17-00124 (herein the "Adversary Case") from March 17, 2017 until the Attorneys' withdrawal as counsel on September 1, 2017. No written attorney-client agreement was entered into in the Adversary Case. Representation was provided and contemplated by the Debtor at the same rate in the Adversary Case, the parties met multiple times to discuss the Adversary Case and monthly invoices were sent to the Debtor indicating the same.

8. Subsequent to the filing of the Chapter 7 Case the Attorneys billed the Debtor for 33.84 hours of work in the Chapter 7 Case, totaling \$5,921.25, and additional expenses of \$366.00. The Attorneys billed the Debtor for 10 hours of work in the Adversary Case, totaling \$1,750.00, and no additional expenses.

9. The Debtor paid an additional amount to the Attorneys on June 14, 2017 in the amount of \$2,000.00. No additional funds were received from the Debtor in any case.

10. There remains a balance owed to the Attorneys by the Debtor in the Chapter 7 Case and the Adversary Case totaling \$2,188.50.

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the Debtor in this bankruptcy proceeding.

DATE: 3/7/18

James M. Durkee  
Attorney

James M. Durkee, Bar #6296297  
Malmquist, Geiger and Durkee, LLC  
415 Liberty St.  
Morris, IL 60450  
(815) 942-5072